

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/278
REF. DATE	18/09/2017
DUE DATE	03/10/2017

To,
Open Tender &
e-PROCUREMENT

Dear Madam/Sir,

Subject: Procurement of Antivirus for BHEL Units for three years

Quotations are invited through e-procurement system. Please upload your best offer/quotation in TWO PARTS on <https://bheleps.buyjunction.in> on or before **11:00 AM** of above mentioned due Date i.e.03.10.2017.

SCOPE:

As per enclosed "Scope & Technical specifications", ref **Annexure-IV**.

PAYMENT TERMS

The payment terms shall be offered as per Annexure-III at sl no.2. Payment shall be made for the quantity specified in tender but limited to actual Licenced/AMC/RE supply.

Please quote the total F.O.R. destination BHEL, inclusive of all taxes, freight, handling packaging, charges, transit insurance etc. and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

In two parts

Part 1: Techno-Commercial Bid ; Part 2: Price Bid

Enclosure: i) Instruction to bidders-Annex-I A

- ii) Commercial terms and conditions- Annex-I B
- iii) Licenced Details- Annex-I
- iii) Price Format - Annex-II
- iv) Scope –Annex-III
- v) Technical specification–Annex-IV
- vi) Locations for Antivirus Management Software-Annex-V
- vii) Technical PQR
- viii) Financial PQR,
- ix) Reverse Auction- Annexure-4

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Kunal Gandhi
Sr.ENGR/CMM
BHEL PEM, Noida

SUBMISSION OF OFFER

Dated: 18/09/2017

From:

M/s -----

To

Sr. Manager- CMM/ Sr. Engineer-CMM

**Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA – 201301, Uttar Pradesh.**

Subject: -Tender in response to your invitation for “Procurement of Antivirus for BHEL Units”

Dear Sir,

We

hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. We offer you the most competitive rate for these Items/ services. Our offer shall remain valid for acceptance for a period of 6 months from tender due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----

Tender Document

For

"Procurement of Antivirus for BHEL Units"

Tender Ref. No. : PE-LPE/278

Dated : 18/09/2017

Last Submission date of tender enquiry: 03/10/2017

Due date for opening of bid on : 03/10/2017

Contact Persons:

For Technical clarification

1 Mr. Ravi Kant/ Sr.Engineer (IT)

E-mail rkant@bhel.in

Mob: 9650222122

Telephone: 0120-436-8776, 8627

For Commercial clarification

Mr. Kunal Gandhi, Sr. Engineer (CMM)

E-mail: kunal@bhel.in

9650183377

Telephone: 0120-436-8574, 8827

Address: Bharat Heavy Electricals Ltd.

Project Engineering Management

PPEI Building, HRDI & ESI Complex

Plot No. 25, Sector 16A

NOIDA – 201 301. Uttar Pradesh (INDIA).

Last date of Submission: 03 Oct 2017 (through eprocurement)
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**Subject: -Tender in response to your invitation for "Procurement of Antivirus
for BHEL Units**

Annex-I A

INSTRUCTIONS TO BIDDERS**1.0 INTRODUCTION**

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

- 2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find, discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- 2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 3.1 Tenders shall be accepted in 2 parts [Techno-commercial bid & Price bid – Excel FORMAT on or before the due date as indicated in the Enquiry letter, by 11:00 AM through m- junction's e-procurement system
- 3.2 **E-PROCUREMENT**
The offer shall be submitted by the vendor through e-procurement system. The vendor to upload the offer on <https://bheleps.buyjunction.in>

Contact person in case of problem in uploading the tender:

1. Helpdesk no 033-66011717,
2. Mr Arjit Das, 09163348286,
3. Ms Rimi Ghosh Mob No. 09650044156

PART-I : TECHNO-COMMERCIAL BID

Containing Technical offer, Technical PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being **replaced with the word 'QUOTED' or 'Q'**.

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

PART-II: PRICE BID

Containing PRICES only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

4.0 BID OPENING

The offer may be opened on the due date and time as specified in the Enquiry Letter (or extension thereof).

5.0 VALIDITY OF OFFER

Offer shall be kept valid for 6 months from the due date, for Purchaser's acceptance.

6.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

7.0 Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

8.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

9.0 LANGUAGE & CORRECTIONS

9.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

9.2 All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

10.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

11.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes & duties, if any and the Purchaser in such cases shall not pay any tax & duties.

12.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

13.0 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:

13.1 to reject any or all the tenders.

13.2 to split up the work amongst two or more tenderers.

13.3 to award the work in part.

14.0 DELIVERY/ INSTALLATION AND CONFIGURATION :- The Delivery terms shall be as per Annexure-III at sl no.4.

15.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

16.0 TENDER EVALUATION

L1 will be evaluated on the basis of total cash out flow for 3 years (excl. taxes) as per enclosed price format Annex-II. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

17.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- (a)** If, in the price structure quoted for the required goods/services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement

of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

17.2.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any.

17.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

18.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

19.0 FOREIGN SUPPLIERS & INDIAN AGENTS OF FOREIGN SUPPLIERS

(a) "In this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in this tender".

(b) "If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same item/product".

20.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc.to the tender shall be hosted on BHEL websites (www.bhel.com , www.bhelpem.com, CPP Portal) only. Bidder should regularly visit websites to keep updated. Bidder to provide cancelled cheque & EFT details (in the format attached with the tender documents).

21.0 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non -consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Detailed terms and conditions for RA are available in "Information Section" of [www.bhelpem.com/LINK=http://www.bhelpem.com/Documents/Misc/RA%20TandC.p](http://www.bhelpem.com/LINK=http://www.bhelpem.com/Documents/Misc/RA%20TandC.pdf) df) Business Rules for RA shall be sent to the bidders before conducting RA.

COMMERCIAL TERMS & CONDITIONS**Annexure-I-B**

- 1.0 GENERAL:** The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.
- 2.0 BANK CHARGES:** Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 QUALITY:** All Systems/goods/services/licenses supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 4.0 CHANGE OF ORDER:** No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 5.0 LOCATION & CONSIGNEE:** Complete Systems/goods/AMC services/Licenses will be consigned to respective locations of BHEL as per licence details enclosed Annexure-I.
- 6.0 PAYMENT TERMS:**
The payment terms shall be offered to the vendor as per Annexure-III at sl no.2. Payment shall be made for the quantity specified in tender/order but limited to actual Licenced/AMC/RE supply.
- 7.0** Prices shall remain Firm in the Order/ Contract within contractual period of the PO.
- 8.0 MODE OF PAYMENT:** Payment will be made by way of Electronic Fund Transfer only.
- 9.0 INTEREST:** No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 10.0 DELIVERY:** As per Annexure-III at sl no .4
- 11.0 Contract Performance Bank Guarantee:** The vendor shall submit a Performance Bank Guarantee (PBG) only from any one of the 'Consortium Banks' of BHEL as per list and directives on <https://www.bhelpem.com/Documents/Misc/List%20of%20Consortium%20Bank.pdf> for 5% of the Purchase Order value in the format enclosed Annex-C covering the agreed guarantee period (with additional 2 months as claim period).
All bank charges incurred on account of issuance of PBG will have to be borne by the vendor. Purchaser reserve the right to encash the bank guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller/ Contractor in fulfilment of performance of the Order/ Contract.

12.0 INDEMNITY: Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract in the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

13.0 CONFIDENTIALITY: Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

14.0 LIQUIDATED DAMAGES: The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of **half (0.5) percent per week of delay or part thereof shall be levied on the value of goods delayed limited to ten (10) percent of the total order/contract value excluding elements of taxes and duties**, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

14.1 PENALTY: - Penalty for software/ RE shall be as per clause 2.3 & 3 of Annex-III (scope of work)

15.0 FORCE MAJEURE: Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

16.0 TERMINATION OF THE ORDER/CONTRACT/ RISK PURCHASE

- 16.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

- 16.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.
- 16.3 Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/ Contractor, with notice to Seller/ Contractor, the stores due for delivery but not so delivered, or their equivalent without cancelling the Order/Contract in respect of stores not yet due for delivery. The manner and method of such purchase shall be at the discretion of the Purchaser.

17.0 SUB-CONTRACTING: Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

18.0 SETTLEMENT OF DISPUTES

- 18.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.
- 18.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 18.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

19.0 ARBITRATION

Except as provided elsewhere in this Contract, In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity of execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region /Division issuing the Purchase Order. The Arbitrators shall pass a reasoned award and the award of the Arbitrators shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Delhi/ New Delhi/ NCR. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

20.0 LAWS GOVERNING THE CONTRACT: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract

21.0 JURISDICTION OF COURT: The jurisdiction to decide any disputes in the Contract shall be at New Delhi (NCR Region) under any circumstances.

22.0 SUBMISSION OF INVOICE: The invoices shall be submitted by the vendor to the CDT Noida and the payments will be released to the vendor from the CDT Noida.

23.0 ACCEPTANCE: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to following address, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

CDT DEPARTMENT,
BHEL, PPEI-BUILDING,
HRDI & ESI COMPLEX, PLOT NO. 25,
SECTOR 16A, NOIDA- 201301

24.0 RECOVERY OF OUTSTANDING AMOUNT: In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

25.0 STATUTORY VARIATION

- a) Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty).
- b) For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.
- c) No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

Taxes and duties shall be payable at actual at the time of billing subject to above statutory variation clause. Statutory variation shall be payable for the contract delivery period only i.e.

if delivery done beyond delivery period specified in the contract, No statutory variation in the taxes and duties shall be payable to the vendor.

26.0 TAXES AND DUTIES

26.1 CGST/SGST/UTGST/IGST

26.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.

26.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.

26.1.3 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.

26.1.4 In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN code and quotes rates, the evaluation shall be done on quoted price and correct GST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price).

Check List for bidder

S. N.	Required Document	If Submitted then Tick (√)
1	OEM's authorized letter/certificate for quoting this tender	
2	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
3		<u>To be Quoted</u>
	i)Copy of GST registration.	
	ii)HSN Code/ Service Activity No. a) Licenses b) AMC c) RE	
	iii)Type of GST (IGST/CGST + SGST/UTGST)	
	iv) GST % applicable on a) Licenses b) AMC c) RE	
4	Copy of PAN card.	
5	EFT DETAILS	
6	No Deviation certificate	
7	Declaration Certificate	
8	Un price Bid [quoted with "Q"] in PRICE FORMAT –Annex-II	
9	CANCELLED CHEQUE	
10	PRICE BID: Vendor to fill Price bid in FORMAT –Annex-II	

Details of Party

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	1) 2)
4	Cell No. of Contact Person	1) 2)
5	Land Line No./mobile no	1) 2)
6	FAX No.	
7	E-mail ID of the vendors	1) 2)
8	E-mail ID of the company	
8	PAN No.	



BIDDER'S COMPANY LETTER HEAD

No Deviation Certificate (To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.



BIDDER's COMPANY LETTER HEAD

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
2. OEM's authorized letter/certificate for quoting this tender
3. Copy of PAN card.
4. A copy of cancelled CHEQUE.
5. Customers POs/ WOs copies and completion certificate

ANNEXURE-C**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No: _____

Date: _____

To,

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at..... (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at ____2 hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated3 valued at Rs 4 (Rupees -----)/ FC , (in words) for..... " " " 5 (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to % (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, , (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding

any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including..... 6 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the7 we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed a
- b) This Guarantee shall be valid up to9
- c) Unless the Bank is served a written claim or demand on or before 10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank)

Dated..... ..

Place of Issue..... ..

1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

4 PROJECT / SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.

9 VALIDITY DATE 10 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Vendors are advised that expiry of claim period may be kept 2/ 3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors
 - a. From Nationalized Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/ city or at nearest branch where the Unit (New Delhi for POs) is located i.e. Demand can be presented at the Branch located in the town/ city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). All charges for issuance of Bank Guarantee Counter-Guarantee shall be borne by the Foreign Vendor.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued shall be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format should clearly specify the same.
 - b.4 The BG shall clearly specify that the demand or other document can be presented in electronic form.

Annexure - I
Licenses details

S. No.	Name of the Unit	Existing License details					Total License Required		
		OEM / Product	Endpoint (PCs/Laptops) protection	Server protection (Unix Based)	Server protection (Windows based)	Contract End date	Endpoint (PCs / Laptops) protection	Server protection (Unix Based)	Server protection (Windows based)
1	CTM-KM (ARP, Delhi)	Trend Micro	45	0	0	31-12-17	45	0	0
2	CDT	Trend Micro	590	0	10	31-12-17	590	0	10
3	CLD, Noida	Trend Micro	85	0	0	31-12-17	80	0	0
4	IS(ROD, IO, TBG)	Trend Micro	620	5	15	31-12-17	620	5	15
5	PEM	Trend Micro	859	0	41	31-12-17	755	0	32
6	PMG	Trend Micro	117	0	0	31-12-17	95	0	0
7	PS-HQ	Trend Micro	99	0	3	31-12-17	99	0	3
8	PS-Marketing	Trend Micro	164	0	0	31-12-17	164	0	3
9	PS-TS, Noida	Trend Micro	120	0	0	31-12-17	120	0	0
10	SSBG, Noida	Trend Micro	120	0	0	31-12-17	114	0	0
11	PS-NR	Kaspersky	750	0	1	31-12-17	650	0	0
12	BAP, Ranipet	Symantec	230	0	0	31-12-17	230	0	0
13	TP, Jhansi	Symantec	590	1	10	31-12-17	750	4	13
14	HPBP, Trichy	Kaspersky	4840	80	80	31-12-17	4840	80	80
15	BAP, Ranipet	Symantec	300	0	0	23-01-18	300	0	0
16	IP, Jagdishpur	Quick Heal	300	0	0	20-02-18	300	0	3
17	IVP, Goindwal	Trend Micro	130	2	1	03-03-18	120	2	1
18	Piping Center, Chennai	Kaspersky	380	0	20	21-03-18	330	10	17
19	EPD, Bangalore	McAfee	320	0	0	23-03-18	320	5	10
20	HPVP, Vishakhapatnam	Kaspersky	400	0	0	02-04-18	400	0	0
21	BAP, Ranipet	Symantec	100	0	0	22-04-18	100	0	0
22	ISG, Bangalore	Trend Micro	444	0	6	30-04-18	439	4	7
23	HEEP, Haridwar	Symantec	2500	0	0	13-05-18	2483	0	67
24	CFP, Rudrapur	Trend Micro	130	0	0	20-06-18	150	0	2
25	HERP, Varanasi	Trend Micro	136	0	3	26-06-18	136	0	3
26	HPEP, Hyd	Trend Micro	3200	0	0	30-06-18	3200	0	0
27	PS-ER	ESCAN	700	0	0	30-06-18	665	15	20
28	CSU & FP, Jagdishpur	Symantec	103	2	3	20-07-18	120	2	3
29	RND, Hyd	Trend Micro	750	0	0	21-07-18	400	5	5
30	EMRP, Mumbai	Smart CoP	60	0	1	31-08-18	60	0	1
31	HEP, Bhopal	Symantec	3000	0	0	18-09-18	2940	10	50
32	PS-WR	Symantec	680	5	15	27-10-18	680	5	15
33	PS-SR	Symantec	100	0	0	22-11-18	100	10	20
34	PS-SR	Symantec	200	0	0	14-01-19	200	0	0
35	PS-SR	Symantec	100	0	0	17-08-19	300	0	0

Annexure - II
Price Bid format

S. No.		Item	Per month per license Cross Platform / Competitive Upgrade / New License cost of Endpoint (PCs / Laptops / Servers) Protection without ATS, including one time installation charges										INR (excl. taxes)
1			A										
2			B										
3			C										
			Per month per Resident Engineer (RE) cost										
S. No.	Name of the Unit	For months	License Required			Total count required	Locations for Resident Engineer (RE)	No. of Cross platform / Competitive Upgrade /New licenses	License cost for Cross platform / Competitive Upgrade /New licenses	ATS cost	RE cost (Where REs are required)	Total cost	
		D	Endpoint (PCs / Laptops) protection	Server protection (Unix Based)	Server protection (Windows based)	E		F=E-X	G= F*A*D	H=B*D*E	I=C*D	J=G+H+I	
1	CTM-KM (ARP, Delhi), CDT#, CLD, IS (ROD, IO, TBG), PEM, PMG, PSHQ, PS-Mktg, PS-TS, SSBG, PSNR, Ranipet, Jhansi, HPBP-Trichy#	36	9152	89	156	9397	2						
2	BAP-Ranipet	35	300	0	0	300							
3	IP-Jagdshpur, IVP-Goindwal	34	420	2	4	426							
4	Piping Center-Chennai, EPD-Bangalore, HPVP-Vishakhapatnam	33	1050	15	27	1092							
5	BAP-Ranipet, ISG-Bangalore, HEEP-Haridwar#	32	3022	4	74	3100	1						
6	CFP-Rudrapur, HERP-Varanasi, HPEP-Hyd#	30	3486	0	5	3491	1						
7	PS-ER, CSU & FP-Jagdshpur, RND- Hyd	29	1185	22	28	1235							
8	EMRP-Mumbai	28	60	0	1	61							
9	HEP-Bhopal	27	2940	10	50	3000	1						
10	PS-WR	26	680	5	15	700							
11	PS-SR	25	100	10	20	130							
12	PS-SR	24	200	0	0	200							
13	PS-SR	16	300	0	0	300							
Total cash out flow for 3 years (excl. taxes) K												0	

Note:- # - posting location of RE

X = No. of licenses with BHEL of quoted OEM

L1 will be evaluated on the basis of Total cash out flow for 3 years (excl. taxes) i.e., K

Annexure - III

1. Scope of Work

- 1.1 The successful bidder shall be responsible for regular updates / upgrades of the software supplied under this contract.
- 1.2 The successful bidder shall produce proof of agreement with the OEM for support of the software during the entire period of 3 years.
- 1.3 The successful bidder shall supply, install (including uninstallation of existing licenses without any loss of data and services), configure and successfully test the software supplied at all the locations as per Annexure - I.
- 1.4 The successful bidder shall install and configure the antivirus server (hardware to be provided by BHEL along with Windows / Linux operating system) for getting updates automatically from the internet at the locations as per Annexure - IV. Any other additional hardware or software components required for the successful configuration of the server, has to be supplied by the bidder. In case of appliance based solution, the appliance to be provided by the bidder.
- 1.5 The successful bidder shall re-install and configure the antivirus software on Endpoints (PCs, Laptops, Servers) in case of hardware change / failure or during version change, etc.
- 1.6 The successful bidder shall provide the escalation mechanism for the support during the entire contract period.
- 1.7 The OEM shall provide Technical Account Manager for respective solution and he must be available 24 x 7 through phone, email or by being visiting site physically depending upon the severity of the problem.
- 1.8 The successful bidder shall provide central call management software for PAN BHEL.
- 1.9 In case of critical/severe virus threats, updates to be carried out immediately. In case of outbreak like situation (any other scenario – more than 10 end points infected etc.) the vendor has not only to provide immediate solution but to also take measures to contain the problem. If required, extra manpower may be deployed to bring situation in control without any extra cost.
- 1.10 The successful bidder shall provide Resident Engineer at locations as per Annexure-II. The resident engineer should be OEM certified support engineer.
- 1.11 The Resident Engineers at one location will also attend the calls of other BHEL locations in nearby region.
- 1.12 The Resident engineers shall be available at all locations as per BHEL timings on all working days as per BHEL calendar. However, during urgency, resident engineers may be asked to come on holidays.

2. Payment terms:

- 2.1 Payment will be released by CDT, Noida.
- 2.2 Payment of 90% of license cost shall be released every six months on actual count of licenses, if any, after successful supply, installation and configuration of software duly

certified by BHEL executive of respective location and submission of invoices to CDT, Noida.

Payment of remaining 10% of total license cost shall be made after completion of the contract period duly certified by BHEL executive and submission of invoices.

2.3 The ATS cost and RE cost for the contract period will be paid quarterly at the end of each quarter after

- I. Getting satisfactory service certificate from authorized BHEL executive
- II. Deducting downtime amount, if any.
- III. Submission of invoice in duplicate

3 SLA:

Item	Support required	Response time	Resolution time	Penalty
Antivirus Management Software	24x7	Within 2hrs of logging of complaint	Within 24 hrs	Per day ATS charges for the no. of PCs updating from the Management Server after 24hrs
Antivirus in PCs / Laptops	12x7	Within 2hrs of logging of complaint	Within 12 hrs	ATS charges for no. of PCs in which Antivirus is not functioning + Rs 50 per day after 7 business days
Antivirus in Servers	24x7	Within 2hrs of logging of complaint	Within 12 hrs	ATS charges for down no. of Servers + Rs 100 per day after 24hrs.

Description	Support Required	Incident	Penalty
Resident Engineer(RE) Availability	Onsite Availability as per BHEL timing	Absence of Resident Engineer without any substitute	Rs.500 per working day per RE

Note: Total deduction shall be limited to monthly ATS charges as per the contract for that month for that Unit.

If services in one or more locations (Units/divisions) are not satisfactory, BHEL will have the right to terminate the contract for said services in full or part for that location at the risk and cost of Vendor. At other locations services may continue. In no case BHEL's work should suffer.

4 Delivery, installation and configuration

Item	Delivery, installation and configuration
------	--

Antivirus Server	Within 7 days before the expiry of the existing contract as given in Annexure- I during the contract period or after the date of award of contract, whichever is later.
Server Endpoints	
Desktop / Laptop endpoint	Within 30 days (where the no. of licenses is less than or equal to 2000) before the expiry of the existing contract as given in Annexure-I during the contract period or after the date of award of contract, whichever is later. Within 45 days (where the no. of licenses is more than 2000) before the expiry of the existing contract as given in Annexure-I during the contract period or after the date of award of contract, whichever is later.

5 Modalities of contract

	Activities	Responsibility
	PO Placement	CDT, Noida
	Coordination with the vendor for installation on endpoints, servers and Management servers	BHEL locations
	As per scope of work	Successful bidder
	Completion Certificate for successful supply, installation and configuration of software	BHEL locations
	Payment as per payment terms	CDT, Noida
	Submission of invoices and completion certificate of respective locations to CDT, Noida	Successful bidder

Divali
15/09/17

Technical Specifications

Annexure - IV

End point security	
1	Should provide antivirus protection for desktops, laptops & servers of all the attacks originating from places inside/outside of the network due to virus and/or other malicious programming code in real time including viruses, worms, Trojan horses, spyware, Adware, key Loggers, P2P threats, Hacker tools, DoS, DDoS Agents and RootKit. For RootKit, it should have access below the operating system to allow thorough analysis and repair.
2	Should do on-access scan and heuristic (behavioral) scan of the files. It should be able to score both good and bad behaviors of unknown applications, enhancing detection and reducing false positives without the need to create rule-based configurations to provide protection from unseen threats i.e. zero-day threats.
3	Should be able to do full scan of files / folders with a choice of specifying directories and file extensions not to be scanned.
4	Should have the capability to repair, quarantine, or delete on detection of virus
5	Should be able to lock down all anti-virus configurations on the system and should prevent users/local admin from being able to uninstall the anti-virus software. Should have an option to temporarily disable AV on clients for few minutes for installation of certain software's being blocked by AV. Client uninstallation should be password protected, password should be centrally managed from the Management Server.
6	Solution should be able to prevent mass mail worms.
7	Should automatically scan external devices (CDs/DVDs, USB devices) as soon as they are accessed to PC, Server, Laptop
8	Should support device management and should allow to Monitor, Block, allow or make plug and play devices Read-Only. Should provide option to control External devices like CD, DVD, Network Drives, USB Data card, Wireless devices, USB Storage Devices etc. Should have the option to create an exception list based on Device id. Should automatically allow standard USB Keyboards, USB Printers, USB Scanners and mouse (Human interface devices)
9	Should provide the functionality of logging and audit-trail capabilities, the log shall include hostname, file name, transfer direction, file size.
10	Provision to centrally manage the Active/Full Scan schedule and frequency for clients. The solution must support grouping of various client PCs and Servers into separate groups with different AV policies. End clients should have an option to postpone the scan. Solution should provide performance control while scanning files/folders/Hard disk.
11	Support for Windows 7/8/10, Windows Server 2008(R2), 2012(R2), Windows Storage Server, Windows Standard and Data Center Edition, RHEL 5/6/7, MAC and support for any new Windows Desktop/Server version released during the contract period. Support for Virtual solution like vmware and VDI.
12	Client Installation - Should be able to deploy the Client software using the following mechanisms: 1) Client Packager (Executable & Microsoft Installer (MSI) Package Format) 2) Web install page or through the Web Console of the management station. 3) Login Script Setup 4) Remote installation 5) From a client disk image 6) Inbuilt capability or through AD or through SCCM All the client components should be installed using the single client package.
13	Mail Client Security- Antivirus solution should be able to Scan email traffic. Must be able detect/clean malware and check the reputation of the files in mail attachments. Should support scanning of mail.
14	Anti-spoofing - Should Protects the transmission of data from being sent to a hacker system who has spoofed their IP or Mac Address

15	Process Execution Chains - Agent has the ability to detect and block process execution chains. It is able to detect when a malicious application tries to execute a trusted application, and then use the trust privileges of that application to access the network.
16	Anti-application hijacking - Should prevent hackers and web sites from identifying the operating system and browser of individual computers.
17	Code insertion attack prevention - Solution should allow only trusted applications to execute and Prevent malicious applications from inserting code into trusted application.
18	Solution must be able to display and customize warning messages on infected computers. For example, if users have a spyware program installed on their computers, you can notify them that they have violated your corporate policy.
19	Must be able to reduce the risk of virus/malware entering the network by blocking files with real-time compressed executable files. Should also be capable of scanning multi levels of compressed files.
20	To address the threats and nuisances posed by Trojans, the solution should be able to do the following: 1) Terminating all known virus processes and threads in memory 2) Repairing the registry 3) Deleting any drop files created by viruses 4) Restoring all files damaged by viruses whenever possible. 5) Includes Cleanup for Spyware, Adware etc
22	Solution must be able to detect malware without virus clean up components like signatures. It should detect threats using reputation or similar to determine if it is malicious and then clean/quarantine/delete these entries.
23	Solution should provide layered protection to applications like Host IPS/IDS, firewall, device control with Antivirus and Antispyware
24	Must provide Outbreak Prevention to limit/deny access to specific shared folders, block ports, and deny write access to specified files and folders on selected clients in case there is an outbreak
25	Should have a manual outbreak prevention feature that allows administrators to configure port blocking, block shared folder, and deny writes to files and folders manually
26	Shall be able to scan only those file types which are potential virus carriers (based on true file type).
27	Should be able to detect files packed using real-time compression algorithms as executable files.
28	Must protect clients and servers on the network using stateful inspection, high performance network virus scanning, and elimination.
29	Must provide the flexibility to create firewall rules to filter connections by IP address, port number, or protocol, and then apply the rules to different groups of users
30	Solution should provide protection from ransomware and provides detailed information. It should also block AutoRun files.
31	The Solution should have option to integrate with Sandboxing Solution for detection of zero day malwares and Ransomware attacks.
Management	
1	Should be managed from a single centralized console and should provide integrated management for endpoint security solution. It should be able to deploy, manage, and update agents and policies from one management platform.
2	The management server should be able to download updates from different source if required, which could be the vendor's update server, any other server or a UNC path
3	Must reduce network traffic generated when downloading the latest pattern by downloading only incremental patterns
4	Must have the flexibility to roll back the Virus Pattern and Virus Scan Engine if required via the web/management console
5	All scan client features (antivirus, anti-spyware, firewall, intrusion detection /prevention, application and device control) should be installed at the same time via client deployment methods and managed centrally via the web-based management console.

6	All components of solution should be managed from a centralized server/console.
7	The Server should also be able to manage and support IPv6 desktop clients.
8	Multiple Management servers should be installed in cluster mode (active/standby or active/active) the servers should be able to synchronise between them automatically. Any additional clustering software/hardware required should be bundled with the solution.
9	The solution must have readymade policies including – 1) To make all removable drives read only , 2) To block program from running from removable drives 3) Protect clients files and registry keys 4) Block modifications to host files
10	Central management console should support role based access control
11	Should support real time update based on over the web to provide real time signatures for dynamic and latest threats.
	Reporting
1	Solutions should support report customization and allow viewing directly using a web browser and/or as a dashboard using the same management console for the endpoints.
2	Solution should supports atleast one of the following formats for exporting data: CSV, HTML, XML, Acrobat PDF
3	Must be able to send notifications whenever it detects a security risk on any client or during a security risk outbreak, via E-mail or SNMP trap
4	Should have a feature that notifies administrators about security risk or viruses outbreaks. This should be configurable on number and type of occurrences of new risks or viruses or logs and the time period within which they must occur to trigger the notification on any computer, on a single computer, or on distinct computers.
5	Should be able to generate a reports of clients which should include fields 1.Username in computer 2.Hostname 3.All Network parameters 4.Definition date in client 5. Client status Online/Offline 6. Client version/ Agent version



Annexure - V

Locations for Antivirus Management Software

S.No.	Name of the Unit	Locations for Antivirus Management Software
1	CTM-KM (ARP, Delhi), CDT, CLD, IS (ROD, IO, TBG), PEM, PMG, PSHQ, PS_Mktg, PS-TS, SSBG, PSNR, Jhansi, HPBP-Tricy, PSER, BAP-Ranipet, Piping Center-Chennai, HPVP-Vishakhapatnam, PS-SR	CDT Noida - 1 HPBP Trichy - 1
2	IP, Jagdishpur, IVP Goindwal	CDT later shifted to Haridwar
3	EPD-Bangalore, ISG-Bangalore	EDN-Bangalore
4	HEEP - Haridwar, CFP- Rudrapur, HERP-Varanasi, CSU & FP-Jagdishpur	HEEP-Haridwar
5	HPEP-Hyd, RND- Hyd	HPEP-Hyd
6	HEP-Bhopal, EMRP-Mumbai, PS-WR	HEP-Bhopal



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



TECHNICAL PQR

OEM

- OEM must have supplied at least 20000 anti-virus software licenses in a single LOI/PO supplied in multi locations.

System Integrator (SI)

- The bidder should be an original equipment manufacturer (OEM) or original equipment supplier (OES) or their duly authorized partner for this tender. Bidder to furnish certificate in this regard.
- The bidder must have successfully executed at least one order of supply/AMC of Anti-virus software licenses, number of licenses in which must be at least 16000, during last seven years. PO copies along with the full address and telephone numbers of the customers is to be submitted as proof.

Or

The bidder must have successfully installed at least two orders of supply/AMC of Anti-virus software licenses, number of licenses in which must be at least 10000, during last seven years. PO copies along with the full address and telephone numbers of the customers is to be submitted as proof.

Or

The bidder must have successfully installed at least three orders of supply/AMC of Anti-virus software licenses, number of licenses in which must be at least 8000, during last seven years. PO copies along with the full address and telephone numbers of the customers is to be submitted as proof.

Shivaji
16/09/17

FINANCIAL PQR

Average annual financial turnover during the last 3 years - ending 31st March of previous financial year should not be less than Rs. 92,00,000/- (Rupees Ninety Two Lakhs Only).

Note: 1) In case the adopted accounting year is other than financial year than previous years to be considered accordingly.

2) The bidder shall provide the complete set of accounts for last 3 years duly signed and stamped by auditors and directors/owner i.e. Balance Sheet, Profit & Loss Account, Schedules/Notes to Accounts and Auditor Report for evaluation.

Annexure -4**Page 1 of 2****Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.



Annexure -4
Page 2 of 2

- 10.The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11.In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 12.Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
- 13.If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14.The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15.In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

